

NOTICE TO INTERESTED PARTIES

This solicitation is provided to you for information purposes only and is not an official document. If submitted as an offer, the State Procurement Office (SPO) will not accept it as a valid offer. It will be automatically rejected and will not be considered for award.

To obtain an official copy of the solicitation (evidenced by the procurement officer's signature), including any addenda to the document, interested party must contact the SPO, telephone (808) 586-0573; facsimile (808) 586-0570; or by e-mail at robert_zamarron@exec.state.hi.us. Unless party provides the SPO with its Fedex (or equivalent) account number, the document will be sent by U.S. Postal Service first class mail.

**STATE OF HAWAII
STATE PROCUREMENT OFFICE
HONOLULU, HAWAII**

Legal Ad Date: July 28, 2000

**INVITATION FOR BIDS
No. IFB-01-005-O**

**SEALED BIDS
FOR
FURNISHING AND DELIVERING
A MOBILE OFFICE TRAILER FOR
THE DEPARTMENT OF AGRICULTURE,
PLANT QUARANTINE BRANCH**

**will be received up to and opened at 2:00 p.m. (HST)
on
August 25, 2000**

**in the State Procurement Office, Kalanimoku Building, 1151 Punchbowl Street, Room 416,
Honolulu, Hawaii 96813.**

**Questions relating to this bid solicitation may be directed to Mr. Marc Yamamoto,
telephone (808) 586-0569, facsimile (808) 586-0570 or e-mail at
marc_yamamoto@exec.state.hi.us.**

Procurement Officer

IFB-01-005-O

Name of Company

Furnish and Deliver Mobile Office Trailer
Dept. of Agriculture, Plant Quarantine Branch
IFB-01-005-O

Procurement Officer
State Procurement Office
State of Hawaii
Honolulu, Hawaii 96813

Dear Sir:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications and Special Provisions attached hereto, and in the General Terms and Conditions dated September 1, 1995 by reference made a part hereof and available upon request submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof.

The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

Date: _____

Respectfully submitted,

Telephone No.: _____

Fax No.: _____

e-mail Address: _____

Exact Legal Name of Offeror

Payment address, if other than street
address at right:

Authorized Signature (Original)

Title

Hawaii General Excise Tax Lic. I.D. No.: _____

Street Address

Social Security or Federal I.D. No.: _____

City, State, Zip Code

If offeror shown above is a "dba" or a "division" of a corporation, furnish the exact legal name of the corporation under which the contract, if awarded, will be executed:

Offeror is: ___ Individual ___ Partnership ___ Corporation ___ Joint Venture

State of incorporation: Hawaii _____ *Other _____

*If "other", is corporate seal available in Hawaii? ___ Yes ___ No

The following bid is hereby submitted to furnish and deliver a new mobile office trailer in strict accordance with the specifications herein.

<u>Description</u>	<u>Quantity</u>	<u>Total Bid Price</u>
Mobile Office Trailer	1	\$ _____

Brand Name: _____

Model Number: _____

Note: Bidders shall submit their product for approval as an acceptable product per Special Provisions page SP-4, "Pre-approved Products".

Contractor's Representative for Contract Administration:

Name: _____

Telephone Number: _____

Facsimile Number: _____

E-mail Address: _____

Service and Parts Facility:

Company Name: _____

Address: _____

Contact Person: _____

Telephone Number: _____ Facsimile Number: _____

E-mail Address: _____

Offeror: _____
Name of Company

References:

List three (3) references for whom the offeror has provided the identical or comparable equipment specified herein. The State reserves the right to contact any of the listed firms or agencies to inquire about the equipment and or service capabilities of the offeror.

Firm or Agency: _____

Contact Person: _____

Telephone Number: _____ Facsimile Number: _____

E-mail Address: _____

Firm or Agency: _____

Contact Person: _____

Telephone Number: _____ Facsimile Number: _____

E-mail Address: _____

Firm or Agency: _____

Contact Person: _____

Telephone Number: _____ Facsimile Number: _____

E-mail Address: _____

Offeror: _____

Name of Company

SPECIFICATIONS

Introduction

Initially the mobile office trailer will be used as a temporary training facility for the detector dogs of the Department of Agriculture's Plant Quarantine Branch. Once a permanent training facility is built, the mobile office trailer will serve as permanent office facilities for the canine unit.

General Specifications

Dimensions:	Length	Minimum 50'0";	Maximum 60'0"
	Width	Minimum 20'0";	Maximum 30'0"
Design Loads:	Floor	Minimum 50 p.s.f.	
	Roof	Minimum 25 p.s.f.	
	Wind	Minimum 90/C	

Two offices adjacent to each other approximately 10'0" by 10'0" are needed. The remaining floor space will be used as a training area for the canines and should be unobstructed. See attached Exhibit A for general floor plan.

Frame

- Shall be constructed from steel materials to commercial standards for roadworthiness.
- A detachable hitch with standard coupler shall be provided.
- Axles, commercial steel wheels, tires, braking system and all other safety equipment necessary shall be of sufficient capacity to comply with the safety requirements for the transport of the mobile office trailer shall be provided.

Floor

- Joists shall be 2" x 8" @ 16" on center.
- Rim shall be single 2" x 8" microlam.
- Bottom boards shall be Class "A" rated.
- Insulation shall be R-11 rated.
- 1st decking shall be 5/8" minimum composition ply tongue and groove.
- 2nd decking shall be 1/4" minimum fiberboard.

Walls

- Exterior framing shall be 2" x 4" @ 16" on center, 96-1/4" height.
- Interior framing shall be 2" x 4" @ 16" on center.
- Shall have a plenum wall.
- Columns shall be wood.
- Insulation at exterior walls shall be R-11.
- Siding shall be 5/16" minimum hardipanel with grooves 8" on center or similar.
- Trims and corners shall be 1" x 4" "Prime Trim" or similar.
- Fascia shall be 1" x 6" "Prime Trim" or similar.
- Window shall be 1" x 4" "Prime Trim" or similar.

Walls (continued)

- Belt rail shall be 5/16" x 4-3/4" hardipanel.
- Soffit shall be 1/2" NG Duratemp or similar.

Roof

- Framing rafters shall be 2" x 8" @ 24" on center.
- Roof pitch shall be 2/12.
- Ridgebeam shall be microlam 1-1/2" x 24".
- Insulation shall be R-19.
- Sheathing shall be 7/16" OSB.
- Roof covering shall be composition 215#.
- 12" roof overhang.
- Venting at soffit and ridge.

Doors

- Two (2) exterior, 36" x 6'8", Painted Galvanized Hollow Metal Steel door with Painted Galvanized Steel Jamb with tamper resistant locks.
- Two (2) interior, 36" x 6'8", Prehung Vinylwrap Hollowcore Wood door with lock.

Windows

- Six (6) 46' x 39', horizontal slide, single glazing, mill finish, solar bronze tint.

Interior Finishes

- Flooring covering shall be vinyl composition tile, 12' x 12' x 1/8', standard stocking commercial color and pattern, sealed and waxed.
- Wall base shall be manufacturer's standard shoe type molding.
- Interior walls shall be 1/4" paneling (minimum), standard stocking commercial color and pattern.
- Ceiling shall be T-bar type with ceiling panels, manufacturer's standard stocking commercial color and pattern.
- Ceiling height shall be approximately 7' 10-1/2".

Ventilation and Air Conditioning

- Air conditioner's capacity shall appropriate for the location of the office unit.
- Ceiling shall be ducted for air conditioning.
- Temperature control shall be air conditioning manufacturer's standard or recommended thermostat(s).
- All wytes and elbows shall be insulated.

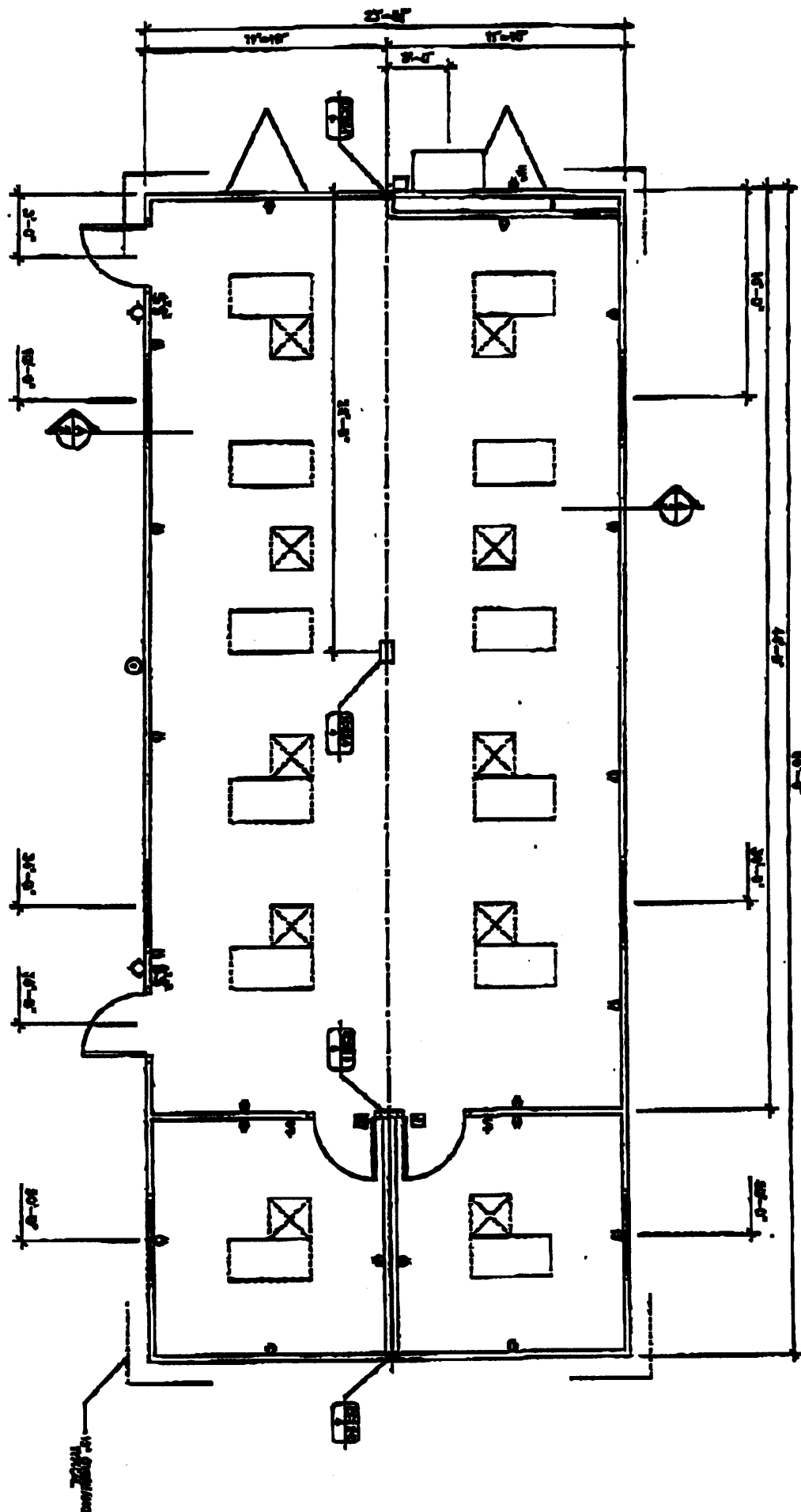
Electrical

- Single phase.
- One (1) 200 amp (minimum) panel.
- Twenty (20) duplex 15amp receptacles.

Electrical (continued)

- One WP at Ventilation and Air Conditioning Unit.
- Prewire for Ventilation and Air Conditioning duct sensors.
- Switches as required.
- Twelve (12) Energy efficient fluorescent lighting, 2 x 4 fixtures, 34 watt tubes.
- Mobile officer trailer shall be fully wired for utility (electricity and telephone) hook-up.
- Two (2) Porch lights shall be vandal resistant lexan with photo cell.

FLOOR PLAN



SPECIAL PROVISIONS

TERMS AND ACRONYMS USED HEREIN

Procurement Officer	=	The contracting officer for the State of Hawaii Procurement Office.
SPO	=	State Procurement Office of the State of Hawaii, located at 1151 Punchbowl Street, Room, 416, Honolulu, Hawaii 96813; P. O. Box 119, Honolulu, Hawaii 96810-0119.
Bidder or Offeror	=	Any individual, partnership, firm, corporation, joint venture, or other entity submitting directly or through a duly authorized representative or agent, a bid for the good, service, or construction contemplated.
DoAgr—PQB	=	Department of Agriculture, Plant Quarantine Branch
HRS	=	Hawaii Revised Statutes
HAR	=	Hawaii Administrative Rules
GTC	=	General Terms and Conditions dated September 1, 1995 and issued by the SPO.
IFB	=	Invitation for Bids
RFP	=	Request for Proposals

SCOPE OF WORK

The furnishing and delivering of Mobile Office Trailer for the DoAgr-PQB, all in accordance with these Special Provisions, the attached Specifications, and GTC, included by reference and made a part hereof. Copies of the GTC are available at the SPO or the internet at <http://www.state.hi.us/icsd/dags/spo.html>.

CONTRACT ADMINISTRATOR (CA)

For the purposes of this contract, Mr. Todd Kikuta or his duly appointed representative, telephone (808) 586-0848, is designated the CA.

FEDERAL FUNDS AS RECEIVED

It is understood and agreed to by all bidders that the contract resulting from this Invitation for Bids shall be construed to be an agreement to pay the obligation under the contract only out of federal funds to be received from the federal government when the federal funds are so received and shall not be construed as a general agreement to pay such obligation at all events out of any funds other than those which are received from the federal government.

BIDDER QUALIFICATION

Service Facility. At the time of bidding, Offeror shall have an established place of business in the State of Hawaii, on the Island of Oahu, with reasonable inventory of replacement parts and shop facility for repairing and servicing the equipment and any accessories offered during the warranty period.

BIDDER QUALIFICATION (continued)
Service Facility (continued)

If Offeror does not have a facility on the Island of Oahu, he shall arrange with a company on the Island to provide the State with repair services, and shall furnish the name and address of this facility in the space provided on the appropriate **OFFER FORM** page. The State reserves the right to inspect offeror's repair and service shop to determine acceptability under this requirement. Failure on the part of the offeror to meet this requirement shall result in rejection of bid. Acceptance of this facility by the State does not release the offeror of his warranty responsibilities and obligations.

OFFEROR'S AUTHORITY TO BID

The State will not participate in determinations regarding an offeror's authority to sell a product. If there is question or doubt regarding an offeror's right or ability to obtain and sell a product, the offeror should resolve that question prior to submitting a bid. If an offeror offers a product that meets specifications and is acceptable and the price submitted is the lowest price bid, the contract will be awarded to that offeror.

If after award, it is revealed that the Contractor is not an authorized dealer or cannot, for any reason, obtain the product under contract, then the Contractor will be obliged to deliver as detailed under the paragraph "FAILURE TO DELIVER".

BID PREPARATION

Offer Form, Page OF-1. Offeror is requested to submit its offer using Offeror's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable; and to indicate exact legal name in the appropriate space on Offer Form, page OF-1. Failure to do so may delay proper execution of the contract. If the Offeror is, for example, a corporation, please do not insert in the space provided for the "Exact Legal Name of Offeror", the name of the person acting on behalf of the corporation.

The authorized signature on the first page of the Offer Form shall be an original signature in ink. If unsigned or the affixed signature is a facsimile or a photocopy, the offer shall be automatically rejected unless accompanied by other material, containing an original signature, indicating the Offeror's intent to be bound.

Hawaii General Excise Tax License. In accordance with Section 3.1A of the GTC, Offeror shall submit his current Hawaii General Excise Tax I.D. number in the space provided on Offer Form, page OF-1, thereby attesting that he is doing business in the State and that he will pay such taxes on all sales made to the State.

Bid Price. Bid Prices shall be based on delivery to destination, and shall include all other costs and applicable taxes. Bid shall also include, when applicable, costs for installation of accessories, modifications of unit, and instructional training in use of equipment.

Submission of bid shall be evidence that the Offeror understands and will comply with the specifications and special provisions herein; and the GTC, included by reference and made a part hereof.

Tax Clearance. Pursuant to Section 103D-328, HRS, successful offer shall be required to submit a tax clearance certificate issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS).

To facilitate this requirement, offer is urged to submit a valid tax clearance certificate together with the offer. However, if this is not feasible, the certificate should be applied for at DOTAX or the IRS and submitted to the State Procurement Office as soon as possible. If a valid certificate is not submitted on a timely basis prior to award of the contract, an offer otherwise responsive and responsible may be rejected and not considered for award.

The certificate is valid for six months from the most recent approval stamp date on the certificate. The certificate must be valid on the date it is received by the State Procurement Office.

The tax clearance certificate shall be obtained on the State of Hawaii, DOTAX *TAX CLEARANCE APPLICATION* Form A-6 (rev. 1998) which is available at the DOTAX and IRS offices in the State of Hawaii or the DOTAX web-site, and by mail or fax:

DOTAX web-site (Forms & Information): <http://www.state.hi.us/tax/tax.html>

DOTAX Forms by Mail: (808) 587-7572
1-800-222-7572

DOTAX Forms by Fax: (on Oahu) (808) 587-7572
(outside Oahu) (808) 678-0522

Completed tax clearance applications may be mailed to one of the district tax offices listed on the application or faxed to one of the following numbers:

IRS:		(808) 541-1976
DOTAX:	Oahu	(808) 587-1720 or (808) 587-1488
	Maui	(808) 984-8522
	Kauai	(808) 274-3461
	Hawaii	(808) 974-6300

(If mailed, out-of-state offers should send their application to DOTAX Oahu District Office.)

NOTE: Contractor is required to submit a tax clearance certificate for final payment on the contract. Refer to INVOICING of these special provisions.

Tax Liability. Work to be performed under this solicitation is a business activity taxable under Chapter 237, HRS, and vendors are advised that they are liable for the Hawaii General Excise tax (GET) at the current 4% rate. If, however, an Offeror is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, Offeror shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.

Taxpayer Preference. For evaluation purposes, pursuant to §103D-1008, HRS, the Bidder's tax-exempt price offer submitted in response to an IFB shall be increased by the applicable retail rate of general excise tax and the applicable use tax. Under no circumstance shall the dollar amount of the award include the aforementioned adjustment.

Pre-approved Products. Mobile trailer offered in response to this bid solicitation, requires pre-approval by the State prior to bid opening date. Interested bidders must submit, for evaluation, product specification literature and/or other pertinent specification information to Mr. Marc Yamamoto of the SPO, 1151 Punchbowl Street, Room 416, by 4:00 p.m., H.S.T., August 11, 2000.

The written request shall be submitted in triplicate, together with three (3) sets of technical brochures, and shall be accompanied by three (3) copies of a statement of variances.

The statement of variances shall indicate the IFB number, the IFB title, the bid opening date, the item specified and must list all features of the proposed product which differ from the plans and specifications and must further certify that the product has no other variant features. The brochures shall be clearly marked showing the make, model, size, options, etc. and must include sufficient evidence to enable the State to evaluate each feature listed as a variance. Should an unlisted variance be discovered upon review of the product literature, the penalty shall be immediate rejection of the request.

Any product determined by the SPO, upon evaluation, to be acceptable, will be listed on an addendum issued prior to the bid opening date. If an offeror offers a product without the State's preapproval, the product shall not be considered for award.

Make, Model and Other Information. Offeror must identify on the offer the exact year of manufacture, the exact brand or manufacturer name, make and model number, order number or other identifier of equipment offered. Failure to do so or the inclusion of remarks such as "as specified" shall be sufficient grounds for rejection of the bid item.

If additional space is needed to provide complete product identification, bidders may attach a separate sheet for that purpose. No bidder will be allowed to clarify product identification after bid opening. This is to assure that all bids are submitted under the same conditions with no opportunity for one bidder to have an advantage over any other bidder after exposure of offers. Failure to offer equipment as specified will result in rejection of bid.

METHOD OF AWARD

Award, if any, shall be made to the responsive, responsible offeror submitting the lowest Total Bid Price.

CONTRACT EXECUTION

The State shall forward a formal contract to the successful offeror for execution. The contract shall be executed by the Contractor and returned within ten (10) days in accordance with Section 3.3 of the GTC. Upon the execution of the contract by all parties, a Notice to Proceed will be issued.

No performance or payment bond shall be required for this contract.

No work is to be undertaken by the Contractor prior to the official commencement date specified on the Notice to Proceed. The State of Hawaii shall not be liable for any work, contract, costs, expenses, loss of profits, or any damages whatsoever incurred by the Contractor prior to the official commencement date.

DELIVERY

Equipment furnished under these specifications shall be delivered within ninety (90) calendar days from the commencement date on the Notice to Proceed to the following location:

State of Hawaii
Department of Agriculture
Animal Industry Division
99-951 Halawa Valley Road
Aiea, Hawaii 96701

Contact: Mr. Todd Kikuta, telephone (808) 586-0848

Prior to delivery, the Contractor shall contact the State representative to coordinate delivery arrangements and schedule training and instruction in the maintenance and proper and safe use of the equipment. Representatives of both the Contractor and State shall be present at the delivery site for purposes of visual inspection, acceptance. Training and instruction in the maintenance and proper and safe use of the equipment shall be provided at no additional cost to the State and completed within ten (10) working days after delivery of equipment unless advised otherwise by the agency.

QUALITY OF EQUIPMENT

The equipment furnished under these provisions and the attached specifications shall be new and of the best quality of its respective kind and shall be completely assembled and free from defects which may render it unfit for use.

Equipment offered shall include any other standard features not listed herein but detailed in manufacturer's brochures or specifications literature and deemed necessary for the proper and safe operation of the equipment. No payment, whether partial or final, shall be construed to be an acceptance of unacceptable supplies.

The State may, at any time, by written order, stop delivery of products not conforming to these specifications. Such stop order shall not relieve the Contractor of his obligation to complete his contract within the contract time limits, nor shall it in any way terminate, cancel or abrogate the contract or any part thereof.

WARRANTY

Mobile office trailer furnished shall be guaranteed by the Contractor for a minimum period of one year from date of acceptance or as guaranteed by the manufacturer, whichever is longer, against defective or inferior materials or from negligent workmanship; or against all design and manufacturing defects.

SPECIAL PROVISIONS

SP-5

During the warranty period, Contractor shall replace and/or repair any defective workmanship and/or material at no cost to the State, including but not limited to parts, labor and all travel costs, provided such defects are not due to abuse or negligence on the part of the State.

LIQUIDATED DAMAGES

Refer to Section 6.12 of the GTC. Liquidated damages is fixed at the sum of TWENTY FIVE DOLLARS (\$25.00) for each and every day the Contractor delays in the completion of any item of his contract after the required date of said completion.

DELIVERY EXTENSION

Contractor shall complete delivery within the time allowed by the contract. If Contractor fails to deliver within the time allowed, liquidated damages as specified herein shall apply. However, Contractor will not be held responsible for delays due to reasons beyond his control, provided he submits written notification of such delays prior to the delivery deadline. This notification shall be submitted to the Procurement Officer and shall detail the reasons for the delays and shall include appropriate documentation. No delivery extension will be considered without proper documentation.

INVOICING

Contractor shall submit original and three (3) copies of the invoice to the following address:

State of Hawaii
Department of Agriculture
Plant Quarantine Branch
Division of Plant Industry
701 Ilalo Street
Honolulu, Hawaii 96814
Attention: Mr. Todd Kikuta, Canine Coordinator
Telephone: (808) 586-0848

Invoice should reference both the contract number and the IFB number.

A tax clearance certificate not over two-months old with an original green certified copy stamp, must accompany the invoice for final payment.

PAYMENT

Section 103-10, HRS, provides that the State shall have thirty (30) calendar days after receipt of invoice or satisfactory completion of contract to make payment. For this reason, the State will reject any bid submitted with a condition requiring payment within a shorter period. Further, the State will reject any bid submitted with a condition requiring interest payments greater than that allowed by Section 103-10, HRS, as amended.

The State will not recognize any requirement established by the Contractor and communicated to the State after award of the contract, which requires payment within a shorter period or which requires interest payment not in conformance with statute.

PROTEST

A protest based upon the content of the solicitation shall be submitted in writing within five (5) working days after the aggrieved persons knows or should have known of the facts giving rise thereto; provided further that the protest shall not be considered unless it is submitted in writing prior to the bid opening date.

A protest of an award or proposed award shall be submitted within five (5) working days after the posting of award of the contract. The notice of award letter(s), if any, resulting from this solicitation shall be posted on the bulletin board between room 416 and room 420, 1151 Punchbowl Street, Honolulu, Hawaii 96813.

Any protest pursuant to §103D-701, HRS, and Section 3-126-3, HAR, shall be submitted in writing to the Procurement Officer, SPO, 1151 Punchbowl Street, Room 416, Honolulu, Hawaii 96813 or P. O. Box 119, Honolulu, Hawaii 96810-0119.

ELECTRONIC COMMERCE / PROCUREMENT

The State desires to implement an e-commerce method i.e., e-procurement to order goods and services. The State currently relies on manual systems to identify products or services for procurement and to process purchase orders and invoices for payment. The system is time consuming and costly. E-procurement is a cost-effective and efficient method for ordering goods and services and for making payments to our contractors.

E-procurement involves restructuring of our procurement systems and the development of computer networks to exchange order and payment data. The State currently lists solicitations on the Internet at www.state.hi.us/icsd/dags/spo.html; however, we have no further interaction on the Internet with interested vendors. One phase of e-procurement would call for developing electronic databases of solicitations, product pricing information, electronic signatures, and other pertinent procurement information so that vendors can view and respond to solicitations over the Internet.

Another phase of e-procurement would directly involve your company as a contractor with the State. We are looking to our contractors to have their goods and services on the Internet so that our agencies can order electronically. This could involve an Extranet (government agency access only), a purchase order or requisition form to complete, a listing of goods and services and prices, delivery terms, etc. Method of payment may be by invoice or credit card.

We have included a questionnaire at the end of this solicitation for you to complete and return with your sealed offer or by facsimile. Please take a few minutes and tell us what your plans for the Internet are even if you decide not to participate in this offer. You may fax your response to (808) 586-0570.

ADDITIONS AND EXCEPTIONS TO THE GTC

Approvals. Any agreement arising out of this offer is subject to the approval of the Department of the Attorney General as to form, and to all further approvals, including the approval of the Governor, required by statute, regulation, rule, order, or other directive.

ADDITIONS AND EXCEPTIONS TO THE GTC (continued)

Cancellation of Solicitations and Rejection of Offers. The solicitation may be cancelled or the offers may be rejected, in whole or in part, when in the best interest of the purchasing agency, as provided in Sections 3-122-95 through 3-122-97, HAR.

GTC Not Applicable. Sections 2.11 and 2.14 of the GTC which apply specifically to the RFP method of source selection are not applicable to IFB. Also Sections 2.10 and 2.13 which apply specifically to the IFB method of source selection are not applicable to RFP.

Records Retention. The Contractor and any subcontractors shall maintain the books and records that relate to the Agreement and any cost or pricing data for three (3) years from the date of final payment under the Agreement.

Preparation of Offer. GTC Section 2.5, paragraph four, is rescinded and replaced with the following:

"An Offeror may submit only one offer in response to a solicitation. If an Offeror submits more than one offer in response to a solicitation, then all such offers shall be rejected. Similarly, an Offeror may submit only one offer for each line item (if any) of a solicitation. If an Offeror submits more than one offer per line item, then all offers for that line item shall be rejected.

Preference for Hawaii Products (HP). GTC Section 3.1(B), paragraphs one and two only are rescinded and replaced with the following: "A purchasing agency shall review all specifications in a bid or proposal for purchase from the HP list where these products are available; provided that the products: Meet the minimum specifications and the selling price f.o.b. job site; unloaded, including applicable general excise tax and use tax, does not exceed the lowest delivered price in Hawaii f.o.b. job site; and unloaded, including applicable general excise tax and use tax, does not exceed the lowest delivered price of a similar non-HP by more than: three per cent where class I HP are involved; five per cent where class II HP are involved; or ten per cent where class III HP are involved.

All persons submitting bids or proposals to claim HP preference shall designate in their bids which individual product and its price is to be supplied as a HP.

Where a bid or proposal contains both Hawaii and non-HP, then for the purpose of selecting the lowest bid or purchase price only, the price bid or offered for a HP item shall be decreased by subtracting therefrom: three per cent, five per cent, or ten per cent for the class I, class II, or class III HP items bid or offered, respectively. The lowest total bid or proposal, taking the preference into consideration, shall be awarded the contract unless the bid or offer provides for additional award criteria. The contract amount of any contract awarded, however, shall be the amount of the bid or price offered, exclusive of the preferences."

Printing Preference. GTC Section 3.1(C), paragraphs one and two are rescinded and replaced with the following: "All bids or proposals submitted for a printing, binding, or stationery contract in which all work will be performed in-state, including all preparatory work, presswork, bindery work, and any other production-related work shall receive a fifteen per cent preference for purposes of bid or proposal evaluation.

ADDITIONS AND EXCEPTIONS TO THE GTC (continued)

Where bids or proposals are for work performed in-state and out-of-state, then for the purpose of selecting the lowest bid or evaluating proposals submitted only, the amount bid or proposed for work performed out-of-state shall be increased by fifteen per cent. The lowest total offer, taking the preference into consideration, shall be awarded the contract unless the solicitation provides for additional award criteria. The contract amount awarded, however, shall be the amount of the price offered, exclusive of the preference.

Bond Forms. The bond forms, Exhibits B through H, are replaced by the forms issued by the Procurement Policy Board Directive No. 1998-03, dated November 17, 1998, included herein by reference and made a part hereof. Three new bond forms issued as part of the directive, "Combination Performance and Payment Bond", "Performance Bond (Surety) for Supplemental Agreement for Goods and Services", and "Performance Bond for Supplemental Agreement for Goods and Services", are made a part of these GTC. Copies of the bond forms are available at the SPO.

Managed Process Review. Any Agreement resulting from this solicitation entered into between July 20, 1998 and July 1, 2001, and extends beyond June 30, 2001, is subject to a single review pursuant to the managed process developed pursuant to part III, section 6 of Act 230, 1998 Haw. Sec. Laws. 785, 787. Pursuant to the managed process review, the Agreement may be cancelled, continued, or extended by the State.

Nondiscrimination. No person performing work under this Agreement, including any subcontractor, employee, or agency of the Contractor, shall engage in any discrimination that is prohibited by any applicable federal, state, or county law.

Correctional Industries. Goods and services available through Correctional Industries programs may be the same or similar to those awarded by competitive sealed bids or proposals. Agencies participating in SPO requirements (price list) contracts may also procure directly from Correctional Industries and shall not be considered in violation of the terms and conditions of any SPO contract.

Year 2000 Compliance. All appropriate hardware, software, and systems utilized for the work specified herein shall be year 2000 compliant.

Certification of Offeror Concerning Wages, Hours and Working Conditions of Employees Supplying Services. Refer to Section 2.8 of the General Terms and Conditions, dated September 1, 1995, which addresses Section 103-55, Hawaii Revised Statutes. Section 103-55, amended by Act 149, SLH 1999, now applies to service contracts in excess of \$25,000 and also excludes professional personnel.

Questionnaire on E- Commerce/Procurement (See Special Provisions):

(May be included with your sealed offer or faxed separately to 808-586-0570)

TO: The State Procurement Office (SPO-CP)

FROM: Company:_____ Date:_____

Representative:_____ Phone No._____

- 1. We currently have no plans for a Web Site on the Internet _____ (X if none).**
- 2. Our plans to use the Internet are as follows: (Please include whether your plans will or will not allow your customers to order goods and services from your company over the Internet and a future target date).**

Thank you for your cooperation.

Comments:

TAX EQUALIZATION CERTIFICATE

SUBJ: Offer No.: IFB/RFP-_____

Description: _____

(To be filled in by prospective offeror)

Out-of-State offerors not possessing a Hawaii General Excise Tax (GET) license must answer all questions:

- | | <u>Yes</u>
(check only
one) | <u>No</u> |
|---|-----------------------------------|-----------|
| 1. Does your business have an office, inventory, property, employees, or other representation in the State of Hawaii (hereinafter SOH)? | _____ | _____ |
| 2. Does the contract to be awarded require your business to have an office, inventory, property, employees, or other representation in the SOH? | _____ | _____ |
| 3. Does your business provide services in conjunction with the sales of property, such as training, installation, or repairs in the SOH? | _____ | _____ |
| 4. Will your business provide any services in the SOH under the contract to be awarded? | _____ | _____* |

*If the entire services are to be subcontracted, subject to the State's approval, provide the names of the subcontractor(s):

If you answered "Yes" to any question, then you have sufficient presence in the State and are advised that the gross receipts derived from this solicitation are subject to the GET imposed by Chapter 237, HRS, at the current 4% rate, and where applicable to tangible property imported into the SOH for resale, subject to the current 1/2% use tax imposed by Chapter 238, HRS.

If you answered "No" to all questions, then the tax equalization provision described in Section 103D-1008, HRS, applies to you.

Offeror _____

Signature _____

Title _____

Date _____